

# Exhibit 7

LAW OFFICES OF  
**RALPH W. BOROFF, P.C.**  
55 RIVER STREET, SUITE 100  
SANTA CRUZ, CA 95060  
TELEPHONE (831) 458-0502  
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 COPY

## FAX TRANSMITTAL SHEET

DATE: December 21, 2007

NUMBER OF PAGES TRANSMITTED (EXCLUDING COVER): 2

TO: Traci A. Kirkbride, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
*Facsimile: (831) 755-5283*

FROM: Ralph W. Boroff

RE: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
*U.S. District Court, Northern District of California*  
*Case No. C07 02599*

COMMENT: cc: Michael Moore, Esq.  
*Facsimile: (415) 956-6580*

David Sheuerman, Esq.  
*Facsimile: (408) 295-9900*

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMISSION OR DO NOT RECEIVE THE  
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EXHIBIT 7  
PAGE 1 OF 3 PAGES

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SANTA CRUZ, CA 95060  
TELEPHONE (831) 458-0502  
FAX (831) 426-0159

**SENT BY FACSIMILE AND U.S. MAIL**

December 21, 2007

Traci Kirkbride, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

re: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
U.S. District Court, Northern District of California

Dear Ms. Kirkbride:

On October 31, 2007, we served defendant County with Special Interrogatories, Set One, and Request for Production of Documents, Set One. During that same period of time we noticed six depositions of Monterey County agents with document production requests for those depositions. In a spirit of cooperation Mr. Moore agreed to reschedule all these depositions into the January 14 to 23 period, at your request.

Mr. Moore documented your negotiations in his correspondence. On November 2 he wrote imploring your cooperation "as much as possible to expedite the exchange of information so that everyone will be fully prepared for the mediation in this matter which is likely to be scheduled in January."

On November 20, 2007, Mr. Moore wrote you extending your time to respond to the interrogatories and document production to today's date, December 21. In that letter Mr. Moore closed with "It is my hope to get the information requested as soon as possible and as completely as possible to allow for Mr. Boroff and I to appropriately develop and evaluate this case.

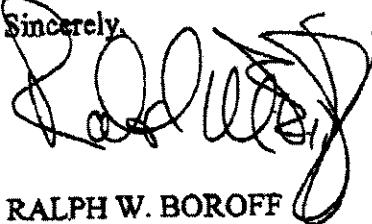
On December 10, 2007, Mr. Moore wrote you reminding you of your commitment to provide the discovery to us no later than today. In my discussions with him Mike has repeatedly represented that in your conversations you reassured him that someone was compiling the data during this two month's since the discovery was propounded.

You can well imagine our disappointment today when Mr. Moore found out the discovery had not been provided and you now don't intend to do so until a date near the rescheduled depositions, whenever they may occur. I telephone you this afternoon but was unable to speak with you.

Traci Kirkbride  
re: Haws v. County of Monterey, et al.  
December 21, 2008  
Page 2

So let me be firm here: You have until close of business on Tuesday, December 26, to confirm in writing that you will respond to the discovery (without objection) by close of business December 28. If you fail to do so I will file a motion for an order compelling discovery responses and appropriate sanctions.

Sincerely,



RALPH W. BOROFF

RWB:jv

cc: Michael Moore, Esq.  
Facsimile: (415) 956-6580

David Sheuerman, Esq.  
Facsimile: (408) 295-9900

# Exhibit 8

# MONTEREY COUNTY



**OFFICE OF THE COUNTY COUNSEL**  
168 WEST ALISAL STREET, 3<sup>RD</sup> FLOOR, SALINAS, CALIFORNIA 93901-2680  
(831) 755-5045  
FAX: (831) 755-5263

**CHARLES J. MCKEE**  
COUNTY COUNSEL

December 28, 2007

**VIA OVERNIGHT MAIL**

Ralph Boroff, Esq.  
LAW OFFICES OF RALPH W. BOROFF  
55 River Street, Suite 100  
Santa Cruz, CA 95060  
FAX: 831-426-0159

Re: *Jimmy Haws v. County of Monterey, et al.*

Dear Mr. Boroff:

As I indicated in my telephone conversation with you on December 27th, I am enclosing documents that are responsive to Plaintiff's Request for Production of Documents, Set No. One. As I told you over the phone, in order to expedite my getting these documents to you, I am not including them in a formal response at this time but instead, am enclosing them with this letter and indicating by a divider page which Request the documents are responsive to. Please note that some of these documents may be responsive to more than one of your Requests. For example, the majority of documents would be responsive to your Request No. 30 as well as another Request. I have tried to organize the documents under the Request number to which they are "most" responsive. I will forward these documents to you again prior to January 14th as part of a formal supplemental response to your Request for Production.

If you have any questions, please call.

Very truly yours,

CHARLES J. MCKEE  
County Counsel

Traci A. Kirkbride  
Deputy County Counsel

Encls.

EXHIBIT 8  
PAGE 1 OF 2 PAGES



# Exhibit 9

LAW OFFICES OF  
**RALPH W. BOROFF, P.C.**  
55 RIVER STREET, SUITE 100  
SANTA CRUZ, CA 95060  
TELEPHONE (831) 458-0502  
FAX (831) 426-0159

**FAX TRANSMITTAL SHEET**

DATE: December 28, 2007

NUMBER OF PAGES TRANSMITTED (EXCLUDING COVER): 3

TO: Traci A. Kirkbride, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
*Facsimile: (831) 755-5283*

FROM: Ralph W. Boroff

RE: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
*U.S. District Court, Northern District of California*  
*Case No. C07 02599*

COMMENT: cc: Michael Moore, Esq.  
*Facsimile: (415) 956-6580*

David Sheuerman, Esq.  
*Facsimile: (408) 295-9900*

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TOTAL NUMBER OF PAGES, PLEASE CALL (831) 458-0502. THANK YOU.

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EXHIBIT 9  
PAGE 1 OF 4 PAGES

LAW OFFICES OF  
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55 RIVER STREET, SUITE 100  
SANTA CRUZ, CA 95060  
TELEPHONE (831) 458-0502  
FAX (831) 426-0159

**SENT BY FACSIMILE AND U.S. MAIL**

December 28, 2007

Traci Kirkbride, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

re: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
U.S. District Court, Northern District of California  
Case No. C07-2599-JF

Discovery Meet and Confer  
FRCP 37 (a)(2)(B)

Dear Ms. Kirkbride:

I reviewed your letter of December 26 with some puzzlement. We submitted 40 document production requests and 18 interrogatories to you two months ago. You repeatedly reassured Mike Moore that your minions were working on these projects while you were away and that we would have substantive responses in hand by December 21. When I reviewed your promised product upon its arrival December 26 I found not a single document produced and only one interrogatory answered. Of all the information sought you are now able to tell us only that the jail was rated for 813 inmates. Why have you not been able to produce more information given over two months to do so with an impending mediation (February 19, 2008) and trial? Because it is Christmas. But it has not been Christmas for two months Ms. Kirkbride.

We needed requested information so we could prepare for the depositions in January. I am leaving on holiday out of the country from January 24 until February 18. This information was made known to you when we were scheduling the mediation with Gail Killifer back in November; yet yesterday you called my office to suggest we reschedule the person most knowledgeable deposition I had noticed for December 23 to January 25. This morning it became January 11 or 22. And this afternoon it becomes "Gee. We don't really have a PMK. You need to chase the information down with California Forensic Medical Group."

My concern: We are making very little headway on discovery because of your unwillingness to roll up your sleeves. There will come a day when we stand before Judge Fogel

Traci Kirkbride  
 re: Jimmy Haws, et al. v. County of Monterey, et al.  
 December 28, 2008  
 Page 2

and try to explain why the case is this old with nothing happening on it. He will likely remind us that we are all experienced counsel and know our remedies when someone does not participate in discovery in a meaningful fashion. I want to avoid that. I also want to avoid numerous inefficient deposition reschedulings. Finally, I want to avoid having to either try an ill prepared case or continuing a trial because we did not pursue our discovery plan with diligence.

All subsequent discovery is premised upon that which was submitted to you. Mr. Sheuerman says his client does not belong in this litigation. He may be right. In order to determine that I need to take Dr. Miller's deposition in Oregon. But it is futile to do so when we do not have information from you which is necessary to prepare for Dr. Miller's deposition. I had planned to take that deposition on January 18, 2008, and now cannot. So Sheuerman and his client stay in this litigation for now.

1. REQUEST FOR DOCUMENT PRODUCTION. It is our position that you have waived any claims of privilege or other objection to requested discovery. "Failure to object to discovery requests within the time required constitutes a waiver of objection..." *Richmark Corp v. Timber Falling Consultants* (9<sup>th</sup> Cir. 1992) 959 F2d 1468 at 1473.

In numerous instances you have alleged to the possibility of raising a privilege objection, without specifying the nature of the privilege. First, your responses are untimely. Second, your failure to at least identify the privilege upon which you may rely accompanied by a privilege log makes the claim ineffective as well as untimely. FRCP 26 (b)(5). *Burlington Northern and Santa Fe Ry Corp. v. United States District Court for the District of Montana* (9<sup>th</sup> Cir. 2005) 408 F3d 1142 at 1148. Cf. *U.S. v. Construction Products Research Inc.* (2d Cir. 1996) 73 F3d 464 at 473.

## 2. INTERROGATORIES

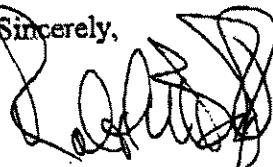
a. VERIFICATION. Of the 18 interrogatories submitted, you answered one. That answer was not verified as required under FRCP 33 (b)(1)(2).

b. PRIVILEGE. In each instances you allude to the possible claims of privilege. Once again, your responses are untimely and, therefore, you have waived privilege claims. Again, you have failed to even identify the privilege upon which you might rely in the future when you provide substantive responses. This constitutes a separate defect in your response and further reason for finding waiver.

c. PROOF OF SERVICE. Your interrogatory responses are accompanied by an unsigned proof of service indicating that one Cecilia Zazueta mailed them on December 21, 2007. As such the proof of service is defective.

Traci Kirkbride  
re: Jimmy Haws, et al. v. County of Monterey, et al.  
December 28, 2008  
Page 3

SOLUTION: My objective is to acquire meaningful discovery responses and move this process to something more efficient. To that end, I suggest you either agree to provide the documents and interrogatory responses with verification and without objection or claim of privilege within a period of time allowing Mr. Moore and me an opportunity for their review before our first deposition (currently scheduled for January 14, 2008) e.g. January 7, 2008, or we proceed to informal chambers conference with Judge Fogel to informally resolve this dispute pursuant to ND CA Rule 37-1(b) as soon as possible. I require your written response before close of business December 31, 2007. If I have not received your unequivocating agreement to one of these two choices by that time I will conclude my meet and confer obligation has been met and will file a motion to compel discovery and for appropriate economic sanctions immediately thereafter.

Sincerely,  


RALPH W. BOROFF

RWB:jv

cc: Michael Moore, Esq.  
Facsimile: (415) 956-6580

David Sheuerman, Esq.  
Facsimile: (408) 295-9900

# Exhibit 10

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

RECEIVED

JAN 08 2008

CFMG, INC.

hand delivered

JIMMY D. HAWS, ET AL.

V.

## SUBPOENA IN A CIVIL CASE

COUNTY OF MONTEREY, ET AL.

Case Number:<sup>1</sup> C 07-02599 JF

TO: CALIFORNIA FORENSIC MEDICAL GROUP  
300 FOAM STREET, SUITE B  
MONTEREY, CA 93940

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE ATTACHMENT FOR DETAILS

PLACE	DATE AND TIME
Law Offices of Ralph W. Boroff, P.C. 55 River Street, Suite 100, Santa Cruz, CA 95060	01-17-08 10:00 a.m.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorney for Plaintiffs	01-02-08

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER	Ralph W. Boroff (SBN: 59164)
Law Offices of Ralph W. Boroff, P.C.	
55 River Street, Suite 100, Santa Cruz, CA 95060, (831) 458-0502	

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.

EXHIBIT 10  
PAGE 1 OF 4 PAGES

Jimmy D. Haws, et al. vs. County of Monterey, et al.

*U.S. District Court, Northern District of California, Case No. C07-2599-JF*

ATTACHMENT

DEFINITIONS:

Words in **BOLDFACE CAPITALS** are defined as follows:

- (1) **INCIDENT** means the attack by Roger Spencer on Jimmy D. Haws which occurred on December 7, 2006 in the stairway area of D-Pod of the Monterey County Jail in Salinas, California.
- (2) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations of them.

DOCUMENTS TO BE PRODUCED:

1. Any and all **DOCUMENTS** which evidence the policies and procedures in place at the Monterey County Jail on December 7, 2006 for providing emergency medical care to inmates who sustain serious personal injuries.
2. Any and all **DOCUMENTS** which evidence the policies and procedures in place at the Monterey County Jail on December 7, 2006 for responding to inmates who have serious medical emergencies.
3. Any and all **DOCUMENTS** which evidence the policies and procedures in place at the Monterey County Jail on December 7, 2006 for providing emergency medical care to inmates who sustain serious head injuries.
4. Any and all **DOCUMENTS** which evidence any and all agreements between the County of Monterey and any **HEALTH CARE PROVIDER** including California Forensic Medical Group to provide any emergency medical care, and/or medical services to inmates who have serious medical emergencies.
5. All **DOCUMENTS** which evidence any and all emergency medical care provided to Jimmy Haws at the scene of the **INCIDENT**, including but not limited to (a) the identities and medical qualifications of all persons who administered said emergency medical care; (b) the type of care administered to Jimmy Haws at the scene; (c) the time (i.e. how long after the incident) said care and treatment was provided to Jimmy Haws; (d) the identities of all person(s) present when said care and treatment was provided to Jimmy Haws.

Jimmy D. Haws, et al. vs. County of Monterey, et al.  
U.S. District Court, Northern District of California, Case No. C07-2599-JF

**ATTACHMENT - CONTINUED**

6. All **DOCUMENTS** which evidence the decision to transport Jimmy Haws to any medical facility outside the Monterey County Jail, including but not limited to (a) the basis for selecting the medical facility Jimmy Haws was transported to; (b) the identities of the persons who selected the medical facility Jimmy Haws was transported to; (c) the identities of the persons who transported Jimmy Haws to said facility; (d) the time Jimmy Haws was transported to said facility; (e) Jimmy Haw's condition upon transport to said facility, and upon arrival at said facility.

AO88 (Rev. 12/06) Subpoena in a Civil Case

## PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

## Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

## (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear in person at the deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(ii) of this rule, such a person may, in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unsworn expert's opinions or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, in preface a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and ensures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

## (d) DUTIES IN RESPONDING TO SUBPOENAS.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation material, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, request, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party declines the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(c) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a party to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT 10  
 PAGE 4 OF 4 PAGES

# Exhibit 11

**OIUM REYEN & PRYOR**  
ATTORNEYS AT LAW  
220 MONTGOMERY STREET, SUITE 910  
SAN FRANCISCO, CALIFORNIA 94104  
TELEPHONE (415) 392-8300 • FAX (415) 421-1254

January 8, 2008

**Via Facsimile and U.S. Mail**

David Sheuerman, Esq.  
Sheuerman, Martini & Tabari, P.C.  
1033 Willow Street  
San Jose, CA 95125

Ralph W. Boroff, Esq.  
55 River Street, Suite 100  
Santa Cruz, CA 95060

Traci Kirkbride, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
168 Alisal Street  
Salinas, CA 93901

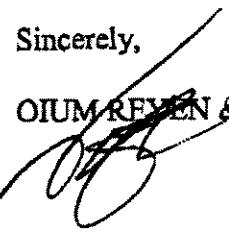
**Re: In Re: Miller  
(Haws v. Natividad, et al)**

Dear Counsel:

I will represent Dr. Ray Miller at his deposition in this matter. I regret to report that I am not able to conduct Dr. Miller's deposition on January 18, 2008, due to an unavoidable scheduling conflict. I apologize for any inconvenience to you, and I will cooperate with you to reschedule this matter.

Sincerely,

**OIUM REYEN & PRYOR**

  
Virgil F. Pryor

**OIUM REYEN & PRYOR**

220 Montgomery Street, Suite 910  
San Francisco, California 94104  
Telephone: (415) 392-8300  
Facsimile: (415) 421-1254

**TELECOPIER TRANSMITTAL SHEET****Date: January 8, 2008****To:**

David Sheuerman, Esq.  
Sheuerman Martini & Tabari  
Fax: (408) 295-9900

Ralph W. Boroff, Esq.  
Fax: (831) 426-0159

Traci Kirkbride  
Deputy County Counsel  
County of Monterey  
Fax: (831) 755-5283

**From: Virgil F. Pryor, Esq.****Re: In Re: Ray Miller, M.D. and Dragan Dimitrov, M.D.,  
(Jimmy Haws vs. Natividad Medical Center, et al.)**

**No. of Pages:** 2  
(Including this page)

**Comments:****CONFIDENTIALITY NOTE:**

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EXHIBIT 11  
PAGE 2 OF 2 PAGES

# Exhibit 12



FedEx  
Tracking  
Number

04 9278 0863

1 From Please print and press here.  
Date 01/10/08 Sender's FedEx Account Number 1235-2296-6

Sender's Name Traci A. Kirkbride Phone (831) 755-5045

Company COUNTY OF MONTEREY/CTY CNSL

Address 168 W ALISAL ST FL 3 Dept./Floor/Suite/Rm

City SALINAS State CA ZIP 93901

2 Your Internal Billing Reference First 24 characters will appear on invoice. OPTIONAL

3 To  
Recipient's Name Michael B. Moore, Esq. Phone (415) 956-6500

Company 595 Market Street, Suite 1320

Recipient's Address 595 Market Street, Suite 1320 Dept./Floor/Suite/Rm  
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.  
City San Francisco State CA ZIP 94105

0358180854



<b>Sender's Copy</b>							
<p><b>4a Express Package Service</b></p> <p><input type="checkbox"/> FedEx Priority Overnight <small>Next business day* delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><input checked="" type="checkbox"/> FedEx Standard Overnight <small>Next business day*, Sunday Delivery NOT available.</small></p> <p><input type="checkbox"/> FedEx 2Day <small>Second business day* delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><input type="checkbox"/> FedEx Express Saver <small>Third business day* delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><small>* To most locations.</small></p>							
<p><b>4b Express Freight Service</b></p> <p><input type="checkbox"/> FedEx 1Day Freight <small>Same day delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><input type="checkbox"/> FedEx 2Day Freight <small>Second business day* delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><input type="checkbox"/> FedEx 3Day Freight <small>Third business day* delivery. Available for FedEx Ground and FedEx Home Delivery. Delivery is selected.</small></p> <p><small>* To most locations.</small></p>							
<p><b>5 Packaging</b></p> <p><input type="checkbox"/> FedEx Envelopes <input type="checkbox"/> FedEx Pak* <small>Includes FedEx Small Pak, FedEx Large Pak, and FedEx Heavy Pak.</small></p> <p><input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube <input type="checkbox"/> Other</p> <p><small>* Delivered value limit \$200.</small></p>							
<p><b>6 Special Handling</b> <small>Indicate FedEx address in Section 3.</small></p> <p><input type="checkbox"/> SATURDAY Delivery <small>NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express, Same or FedEx 2Day Freight.</small></p> <p><input type="checkbox"/> HOLD <small>Hold package at FedEx location. NOT Available for FedEx First Overnight.</small></p> <p><small>Drop this shipment contains dangerous goods? <input type="checkbox"/> Data box must be checked.</small></p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>Shipper's declaration. Shipper's Declaration not required.</small></p> <p><small>Dangerous goods including dry ice cannot be shipped in FedEx packages.</small></p>							
<p><b>7 Payment</b> <small>Bill to:</small> <input type="checkbox"/> Sender <small>Enter FedEx Acct. No. or Credit Card No. below.</small> <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check</p> <p><small>Acct. No. in Section 1 will be listed.</small></p> <p><small>FedEx Acct. No. Credit Card No.</small></p> <p><small>Exp. Date</small></p>							
<table border="0"> <tr> <td style="text-align: center;"><b>Total Packages</b></td> <td style="text-align: center;"><b>Total Weight</b></td> <td style="text-align: center;"><b>Total Declared Value*</b></td> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">.00</td> </tr> </table> <p><small>* Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.</small></p>		<b>Total Packages</b>	<b>Total Weight</b>	<b>Total Declared Value*</b>		\$	.00
<b>Total Packages</b>	<b>Total Weight</b>	<b>Total Declared Value*</b>					
	\$	.00					
<p><b>8 NEW Residential Delivery Signature Options</b> <small>If you require a signature, check Direct or Indirect.</small></p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><input type="checkbox"/> No Signature Required <small>Package may be left without obtaining a signature for delivery.</small></p> </td> <td style="vertical-align: top;"> <p><input type="checkbox"/> Direct Signature <small>Address to recipient and we pay signature delivery. Fee applies.</small></p> </td> <td style="vertical-align: top;"> <p><input type="checkbox"/> Indirect Signature <small>If no one is available to receive, we may leave a note or leave at a neighboring address. Someone may sign for delivery. Fee applies.</small></p> </td> </tr> </table> <p><small>Rev. Date 11/05 Part #158279-01994-2005 FedEx-PRINTED IN U.S.A.-SRF</small></p>		<p><input type="checkbox"/> No Signature Required <small>Package may be left without obtaining a signature for delivery.</small></p>	<p><input type="checkbox"/> Direct Signature <small>Address to recipient and we pay signature delivery. Fee applies.</small></p>	<p><input type="checkbox"/> Indirect Signature <small>If no one is available to receive, we may leave a note or leave at a neighboring address. Someone may sign for delivery. Fee applies.</small></p>			
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**PROOF OF SERVICE**

I am employed in the County of Monterey, State of California. I am over the age of 18 years and not a party to the within action. My business address is 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, California.

On January 10, 2008, I served a true copy of the following document(s):

**DEFENDANT COUNTY OF MONTEREY'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**

on the interested parties to said action by the following means:

- (BY MAIL)** By placing a true copy thereof, enclosed in a sealed envelope, for collection and mailing on that date following ordinary business practices, in the United States Mail at the Office of the County Counsel, 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the United States Postal Service, and in the ordinary course of business, correspondence would be deposited with the United States Postal Service the same day it was placed for collection and processing.
- (BY HAND DELIVERY)** By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the address(es) shown below.
- (BY EXPRESS MAIL)** By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to the Office of the County Counsel, to be delivered by Express Mail, to the address(es) shown below.
- (BY OVERNIGHT DELIVERY)** By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to the Office of the County Counsel, to be delivered by Federal Express Mail, to the address(es) shown below.
- (BY FACSIMILE TRANSMISSION)** By transmitting a true copy thereof by facsimile machine, whose facsimile number is (831) 784-5978, to the interested parties to said action at the facsimile number(s) shown below. The facsimile transmission was reported as complete and without error. A copy of the transmission report was properly issued by the transmitting facsimile machine and is attached hereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 10, 2008, at Salinas, California.



Cecilia Zazueta

EXHIBIT 12  
PAGE 3 OF 6 PAGES

**NAMES AND ADDRESS(ES) OR FAX NUMBER(S) OF EACH PARTY SERVED:**

Michael B. Moore, Esq.  
595 Market Street, Suite 1320  
San Francisco, California 94105  
FedEx Tracking No.: 8604 9278 0863  
*Attorney for Plaintiffs Jimmy D. Haws & Carrie A. Haws*

Ralph B. Boroff, Esq.  
55 River Street, Suite 100  
Santa Cruz, California 95060  
FedEx Tracking No.: 8604 9278 0874  
*Co-Counsel for Plaintiffs Jimmy D. Haws & Carrie A. Haws*

David Sheuerman, Esq.  
Sheuerman, Martini & Tabari, P.C.  
1033 Willow Street  
San Jose, California 95125  
Via U.S. Mail  
*Attorneys for Defendant Natividad Medical Center*

EXHIBIT 12  
PAGE 4 OF 6 PAGES

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I am employed in the County of Monterey, State of California. I am over the age of 18 years and not a party to the within action. My business address is 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, California.

On January 10, 2008, I served a true copy of the following document(s):

**DEFENDANT COUNTY OF MONTEREY'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS'  
SPECIALY PREPARED INTERROGATORIES, SET ONE**

on the interested parties to said action by the following means:

**(BY MAIL)** By placing a true copy thereof, enclosed in a sealed envelope, for collection and mailing on that date following ordinary business practices, in the United States Mail at the Office of the County Counsel, 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the United States Postal Service, and in the ordinary course of business, correspondence would be deposited with the United States Postal Service the same day it was placed for collection and processing.

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**(BY OVERNIGHT DELIVERY)** By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to the Office of the County Counsel, to be delivered by **Federal Express Mail**, to the address(es) shown below.

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Cecilia Zazueta

EXHIBIT 12  
PAGE 5 OF 6 PAGES

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*Attorney for Plaintiffs Jimmy D. Haws &  
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*Co-Counsel for Plaintiffs Jimmy D. Haws &  
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David Sheuerman, Esq.  
Sheuerman, Martini & Tabari, P.C.  
1033 Willow Street  
San Jose, California 95125  
Via U.S. Mail  
*Attorneys for Defendant Natividad Medical  
Center*

EXHIBIT 12  
PAGE 6 OF 6 PAGES

# Exhibit 13

LAW OFFICES OF  
**RALPH W. BOROFF, P.C.**  
 55 RIVER STREET, SUITE 100  
 SANTA CRUZ, CA 95060  
 TELEPHONE (831) 428-0502  
 FAX (831) 426-0159

SENT BY FACSIMILE AND U.S. MAIL

January 24, 2008

Traci Kirkbride, Deputy County Counsel  
 Office of the County Counsel  
 County of Monterey  
 168 West Alisal Street, 3<sup>rd</sup> Floor  
 Salinas, CA 93901

re: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
*U.S. District Court, Northern District of California*  
*Case No. C07-2599-JF*

Dear Ms. Kirkbride:

I want to take this opportunity to clean up a few of our discovery issues. At our January 14, 2008, deposition of Mr. Liebersbach you provided several hundred pages of discovery which you represented would be reformatted into a supplemental document production. If you do so, that will remedy many of the problems which prompted my motion set for hearing on February 27, 2008.

Even so, we will still have the specific issues of Mr. Haws' and Mr. Spencer's medical records. You declined to provide them because they are held by a third party and are subject to "federal and state patient rights statutes." (Response to Request No. 3). The medical records of Spencer were also subject to disclosure by request nos. 17 and 31.

Documents you disclosed disprove your allegation that the records are held by a third party. Section 7 of the contract with CFMG provides that all medical records are the property of the County. Although we have subpoenaed and requested Mr. Haws' medical records from CFMG we are entitled to their production by you independently. Please include them among your supplemental responses.

This leaves us simply with a dispute over Mr. Spencer's records. In his statement to MOCO investigators Spencer claimed that he "palmed" or feigned taking his medications until after his exercise period. He also represented that he had been on a recently altered medications regimen which was less effective. The sought information is highly relevant to determining liability of another, as yet unnamed, party as well as notice to jail staff that Spencer was a violent/security risk.

01/24/2008 16:30 8314260159

BOROFF SMITH ET AL

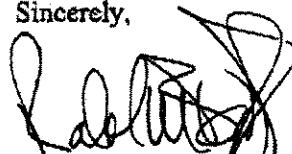
PAGE 03/03

Traci Kirkbride  
re: Haws, et al. v. County of Monterey, et al.  
January 24, 2008  
Page 2

Your objections were untimely, and therefore, waived. That is the black letter law. I am not interested so much in "being right" as I am in getting appropriate discovery. I suggest you disclose Spencer's medical records (along with Haws' medical records) following which I will withdraw my motion. Alternatively, provide us Spencer's last known address (he's a probationer) so we can subpoena him for a deposition and provide the identity of the person who administered his medications on December 7, 2006, for the same purpose. If you do these promptly Mr. Moore and I will be able to determine if the necessary information can be developed without the court's intervention.

I will be gone from January 25 until February 18. During that period Mr. Moore will be available to you to address this issue.

Sincerely,

  
RALPH W. BORGE

RWB:jv

cc: Michael Moore, Esq.  
Facsimile: (415) 956-6580

David Sheuerman, Esq.  
Facsimile: (408) 295-9900

EXHIBIT 13  
PAGE 2 OF 3 PAGES

LAW OFFICES OF  
**RALPH W. BOROFF, P.C.**  
 55 RIVER STREET, SUITE 100  
 SANTA CRUZ, CA 95060  
 TELEPHONE (831) 458-0502  
 FAX (831) 426-0159

### FAX TRANSMITTAL SHEET

DATE: January 24, 2008

NUMBER OF PAGES TRANSMITTED (EXCLUDING COVER): 2

TO: Traci A. Kirkbride, Deputy County Counsel  
 Office of the County Counsel  
 County of Monterey  
*Facsimile: (831) 755-5283*

FROM: Ralph W. Boroff

RE: Jimmy D. Haws, et al. vs. County of Monterey, et al.  
*U.S. District Court, Northern District of California*  
*Case No. C07 02599*

COMMENT: David Sheuerman, Esq.  
*Facsimile: (408) 295-9900*

Michael Moore, Esq.  
*Facsimile: (415) 956-6580*

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMISSION OR DO NOT RECEIVE THE  
 TOTAL NUMBER OF PAGES, PLEASE CALL (831) 458-0502. THANK YOU.

**CONFIDENTIAL ADVISORY:** Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this facsimile message may be attorney privileged and confidential information intended for the use of the individual or entity named above. Therefore, if the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by collect telephone, and return the original message to us at the above address via the U.S. Postal Service at our expense. Thank you.

# Exhibit 14

**COUNTY OF MONTEREY, STATE OF CALIFORNIA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement, is made and entered into this 1st day of July 2007 by and between the County of Monterey, State of California, hereinafter called "COUNTY" and California Forensic Medical Group, hereinafter called "CONTRACTOR" for the purpose of furnishing medical, mental health, and dental services to inmates of the Monterey County Adult Detention Facilities.

**1. RECITALS**

1. COUNTY has the power to carry out and perform some of its functions by way of contract with private agencies.
2. COUNTY desires to engage CONTRACTOR, who has the special skill, experience, and staff to provide medical, dental and mental health services to the inmates of the Monterey County Adult Detention Facilities.

NOW THEREFORE in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**2. SCOPE OF SERVICES**

The CONTRACTOR agrees to provide certain medical, dental and mental health services to inmates of the Monterey County Adult Detention Facilities as more specifically described in the attached Exhibit A, which is incorporated herein by reference. The provision of these services shall be in accord with the policies and procedures of CONTRACTOR as modified from time to time by the mutual consent of the Sheriff and CONTRACTOR.

The services described in Exhibit A are limited as follows:

- (a) Under this contract, the responsibility for CONTRACTOR for the medical care of an inmate commences with the booking, medical clearance, and physical placement of said inmate into the Monterey County Adult Detention Facilities.
- (b) Prisoners on temporary release are not the responsibility of CONTRACTOR. Prisoners in the custody of other police or penal jurisdictions located outside of the Monterey County are not the responsibility of CONTRACTOR.
- (c) CONTRACTOR will determine the method, details and means of performing the above-described services.

**3. TERM OF AGREEMENT**

This Agreement shall remain in effect for the period July 1, 2007 through June 30, 2010 unless terminated by either party to that date as provided in Paragraph 18. Upon mutual agreement, this contract may be renewed for two additional one-year periods.

#### 4. COMPENSATION/ANNUAL PRICE ADJUSTMENTS

CONTRACTOR shall submit to the Monterey County Sheriff's Office an invoice within 15 days in the period in which the service is being provided. The invoice shall set forth the amounts claimed by CONTRACTOR for the period. The Sheriff's Office shall promptly submit such invoice to the Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the invoice.

- (a) In consideration for the medical, mental health and dental services to be performed by the CONTRACTOR, COUNTY agrees to pay the CONTRACTOR the sum of \$4,736,756 for the period of July 1, 2007 to June 30, 2008 in twelve equal installments.
- (b) A per diem charge will be computed and paid by the COUNTY on a quarterly basis. If the daily inmate resident population should average in any calendar month during the term of the Agreement more than 1155, then compensation payable to CONTRACTOR by COUNTY shall be increased by a per diem rate of \$3.42 per inmate over 1155. The per diem payment shall be made within 30 days of the close of the quarter. CONTRACTOR shall bill separately on a quarterly basis for any per diem charges. The per diem charge will be adjusted on July 1, 2008 by the percentage increase of the CPI San Francisco-Oakland Region from February 2007 to February 2008.
- (c) The June 30, 2008 monthly payment described in 4. (a) above of \$394,729.67 will be adjusted on July 1, 2008 to \$394,729.67 plus \$394,729.67 times the percentage increase of the medical index of the CPI San Francisco-Oakland Region from February of 2007 to February of 2008. (Example: If the medical index is increased by 4.2%, then the monthly price effective July 1, 2008 would be \$394,729.67 plus (\$394,729.67 times .042 equals \$16,578.65) equals \$411,308.32.)

The July 1, 2008 to June 30, 2009 contract and subsequent contracts will utilize the same process as described above. The July payment will be the June 2008 payment plus the June 2008 payment times the percentage increase of the medical index of the CPI San Francisco-Oakland region from February of that year as compared to February of the previous year. This method will also apply to increasing the per diem charge discussed in 4. (b). After the third year of this agreement (i.e. after fiscal year 2009-2010), the parties agree to meet and negotiate amendments to the compensation set forth above if market nursing compensation rates exceed the percentage of increase of the medical care index of the Consumer Price Index (CPI) San Francisco-Oakland Region from February to February of each year. The nursing market compensation rates to be considered will be rates paid at hospitals, skilled nursing facilities, and other correctional facilities in the greater Monterey area.

For purposes of calculating inmate population for establishing per diem payments, average daily inmate population constitutes the total number of inmates who have been booked into the Monterey County Adult Detention Facilities and placed in housing as of midnight each calendar day. The average daily inmate population represents the total number of inmates booked and housed divided by the number of days covered.

## 5. EQUIPMENT AND FACILITIES

- (a) The COUNTY will make available to CONTRACTOR without charge all equipment, firms, services and space, and telephone (excluding toll calls) etc., that it has made available in the past to medical personnel providing medical services to inmates of COUNTY'S Adult Detention Facilities. Disposal of contaminated waste and bagging of contaminated linens shall be the responsibility of the CONTRACTOR.
- (b) COUNTY will provide for the safety and security of CONTRACTOR'S personnel in the same manner as provided for COUNTY employees working in the Adult Detention Facilities.

## 6. HOSPITALIZATION

- (a) CONTRACTOR shall arrange and pay for all required hospitalization. However, CONTRACTOR shall not be responsible for any individual inmate's medical/surgical inpatient bill in excess of \$15,000 (fifteen thousand dollars) per episode. An "episode" means a single admission and discharge from a hospital.
- (b) CONTRACTOR shall cooperate with, assist and advise Sheriff as requested to remove holds placed on hospitalized inmates as medically appropriate. CONTRACTOR shall develop with Sheriff a communications system to facilitate holds removal, to promptly and fully inform the Sheriff of holds status, and evaluate ongoing off-site costs.
- (c) CONTRACTOR will use Monterey county Natividad Medical Center for patients needing hospitalization and emergency services to the extent that hospital provides the required services and to the extent medically appropriate. CONTRACTOR may subcontract with other providers to the extent that the Natividad Medical Center in each individual case is unable to so provide services under this paragraph.

## 7. RECORDS

Medical Records: Existing medical records and medical records prepared by CONTRACTOR shall be the property of the COUNTY and maintained by CONTRACTOR for the life of this contract. COUNTY shall be responsible for any destruction of any and all medical records. Upon termination of this contract all such records will be turned over to the County of Monterey.

Other Records: All books, records, contract reports and accounts maintained pursuant to this contract, or related to CONTRACTOR's activities under this contract, shall be opened to inspection and audit by COUNTY, and/or by representatives of the State and Federal governments upon demand during normal business hours throughout the life of this contract and for a period of four (4) years thereafter. COUNTY shall have the right to receive copies of all or any of the above described documents. In addition, COUNTY shall have the right to require periodic reports relative to program activities and performance under this contract.

## 8. SECURITY CLEARANCES

COUNTY Sheriff reserves the right to perform background or security checks on CONTRACTOR's employees as a condition of granting them access to the COUNTY's detention facilities. The Sheriff shall have the sole discretion to determine security acceptability of all CONTRACTOR personnel at any time during the contract period, and personnel found to be an unacceptable security risk shall not be given access to the facilities.

## 9. PERSONNEL

- (a) CONTRACTOR'S employees performing professional medical services shall be duly licensed by the appropriate body in and for the State of California except for medical residents and interns following an approved course of study and for authorized training by the CONTRACTOR.
- (b) Copies of licenses and/or records of certification for all medical personnel are to be furnished the Medical Director, who must at all times have them available for examination by the COUNTY and/or by representative of the COUNTY.
- (c) CONTRACTOR shall have a Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.
- (d) There will at all times be an employee of the CONTRACTOR designated as liaison person in the absence of the Medical Director.
- (e) The CONTRACTOR shall be responsible for time and attendance accountability and provide appropriate records to the COUNTY upon demand. The CONTRACTOR will not be paid for staff positions that remain vacant for longer than thirty-days (30).
- (f) Employees must safeguard all property of the County of Monterey Sheriff's Department. Medical equipment shall be used only by those trained and qualified in its use, and the CONTRACTOR will be held responsible for any and all damage resulting from any act, negligence or carelessness on the part of the CONTRACTOR's employee.

## 10. THIRD PARTY REIMBURSEMENTS

With respect to inmates who are provided off-site medical services and who have medical insurance, CONTRACTOR shall in each instance notify the provider of the off-site medical services that inmate medical insurance is available.

## 11. COMPLIANCE WITH MINIMUM JAIL STANDARDS OF CMA

CONTRACTOR will provide health care services which meet California Medical Association (CMA) standards for health services in local detention facilities and will also comply with all applicable laws, including the provisions of the California Code of Regulations, Title 15, relating to medical services in local detention facilities in the State of California. CONTRACTOR shall maintain CMA accreditation during the term of contract.

## 12. RESEARCH

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the CONTRACTOR and the Sheriff or his designee, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

## 13. AUDITS

COUNTY shall have access to CONTRACTOR's financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under this Agreement.

## 14. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. CONTRACTOR's performance includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

## 15. INSURANCE

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability, including but not limited to premises, personal injuries, and products, with a combined single limit of not less than \$1,000,000.00 per occurrence; and
- Business automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, use in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

- If CONTRACTOR is an employer, CONTRACTOR shall maintain workers compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000.00 per occurrence for employer's liability; and
- Professional liability, the COUNTY agrees to provide medical professional liability insurance coverage on behalf of CONTRACTOR, for any act or omission by CONTRACTOR and its employees in the performance of its contractual duties during the term of this contract by including CONTRACTOR on County's policy of medical professional liability insurance. COUNTY currently carries a policy of insurance at the following limits:

Primary layer -- \$5,000,000 – Policy Number B-97-33  
Excess layer -- \$15,000,000 – Policy Number X-B-97-33

The terms of which are incorporated into this contract as though set forth in full. CONTRACTOR agrees to reimburse the County of Monterey for any and all cost(s), including attorney's fees, incurred by the COUNTY as a result of the extension of the COUNTY's own medical professional liability insurance coverage to CONTRACTOR and its employees. COUNTY agrees to notify CONTRACTOR in writing of any significant change in cost or coverage under the terms of such policy. The COUNTY reserves the right to periodically review this practice of providing medical professional liability insurance coverage, and with appropriate notice as set forth in this contract, the parties may re-negotiate this provision of the contract.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the COUNTY and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance of self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY Risk Management and COUNTY's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the

information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

#### **16. INDEPENDENT CONTRACTOR**

CONTRACTOR agrees that it is an independent contractor and that its officers and employees do not become employees of COUNTY nor are they entitled to any employee benefits as COUNTY employees as a result of the execution of this agreement.

As an independent contractor, any and all Federal, State, and Local taxes shall be the sole responsibility of the CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention that an employer-employee relationship exists by reason of this Agreement or the performance thereof.

#### **17. CONFLICT OF INTEREST**

No officer, member or employee of COUNTY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No employee of CONTRACTOR nor any member of an employee's family shall serve on a COUNTY board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises CONTRACTOR's operations, or authorizes funding to CONTRACTOR.

#### **18. ASSIGNMENT**

CONTRACTOR may not assign or transfer this agreement, any interest therein or claim thereunder without the prior written approval of COUNTY. Any assignment without the COUNTY's prior written consent shall automatically terminate this contract.

#### **19. TERMINATION**

The COUNTY may terminate this contract at any time the CONTRACTOR fails to carry out its provisions. The COUNTY shall give the CONTRACTOR thirty (30) days notice of such termination with stated reasons for the termination. If, the conditions contained in the notice within (30) days thereafter, the COUNTY shall issue the CONTRACTOR an order to stop work immediately and to vacate the premises.

Either party may terminate the contract without cause upon giving 120 days written notice to the other party.

#### **20. FAILURE TO PERFORM**

The services rendered under this contract are critical to the legally mandated responsibilities of the Sheriff. Therefore, the CONTRACTOR will reimburse the COUNTY for all expenses incurred by the COUNTY in providing any services which, under the provisions of this contract and its attachments, amendments, and/or modifications are the CONTRACTOR's responsibility. Any and

all such expense(s) may, at the COUNTY's option, be reduced from the subsequent monthly payment(s) due to the CONTRACTOR.

## **21. QUALITY ASSURANCE PROGRAM**

Contractor will implement a quality assurance program. Said program shall include a process of external review to be approved in writing in advance by COUNTY. CONTRACTOR shall maintain regular communications as deemed necessary and appropriate by the Sheriff or his designee and shall actively cooperate in all matters pertaining to this contract.

## **22. CONTRACT MODIFICATIONS**

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Exhibit "A" may be modified in writing with the mutual consent of the Sheriff and CONTRACTOR.

## **23. DISCRIMINATION**

CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that personal shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

## **24. NOTICES**

Any notice given hereunder may be given by personal service or by U.S. Mail, postage prepaid, addressed to the parties as follows:

### **COUNTY**

Sheriff, Monterey County  
1414 Natividad Road  
Salinas, CA 93906

### **CONTRACTOR**

W. Taylor Fithian, M.D.  
California Forensic Medical Group, Inc.  
Cannery Row Park Plaza  
300 Foam Street, Suite B  
Monterey, CA 93940

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove written.

COUNTY OF MONTEREY	CALIFORNIA FORENSIC MEDICAL GROUP, INC.
By <i>Mike Kanalakis</i> Mike Kanalakis, Sheriff	By <i>W. Taylor Fithian</i> W. Taylor Fithian, M.D. President
	By <i>Daniel Hustedt</i> Daniel Hustedt Chief Financial Officer
Approved as to Form:  <i>Through Partnership</i> Deputy County Counsel Assistant	Approved as to Fiscal Terms:  <i>By [Signature]</i> Monterey County Auditor-Controller's Office
Dated	Dated <i>4-26-07</i>
	RISK MANAGEMENT
	MONTEY COUNTY OF MONTEREY
	Risk Management
	APPROVED AS TO INDEMNITY/
	INSURANCE LANGUAGE
	Dated: <i>4-18-07</i> By: <i>Sybil Schumacher</i> Date: <i>4-18-07</i>

## MONTEREY COUNTY CONTRACT

### EXHIBIT A

**SERVICES:** All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC-Title 15.

**1. Receiving Screening (Adult Facilities)**

- a) Deputies will complete the Intake Health Screening form at the Main Jail.
- b) CFMG nursing staff will respond to requests for consultation on screenings as required.
- c) When medically appropriate, Contractor will provide medical services on-site.
- d) CFMG staff has the authority to make the final decisions for accepting or not accepting inmates into custody prior to outside elevation and treatment, based on mutually agreed upon medical criteria.
- e) Once an inmate is cleared by outside medical evaluation as per d), the final decision as to whether to accept the inmate or not will be made by jail management.

**2. Health Inventory and Communicable Disease Screening (Adult Facilities)**

- a) CFMG will perform a Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.
- b) Included will be screening for tuberculoses and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.
- c) The Health Inventory and Communicable Disease Screening will be completed by either the physician, the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals.

**3. Detoxification from Drugs and Alcohol (Adult Services)**

- a) Detoxification services will be performed under medical supervision.
- b) Inmates will be assessed by medical personnel when admitted to the detoxification cell.
- c) CFMG staff will check inmates in the detoxification cell upon admission, every six hours thereafter, and any time when requested by custody.
- d) CFMG staff will note the check on the log posted on the detoxification cell door.
- e) Deputies will monitor detoxification cells as per Title 15 and/or CMA guidelines.

4. **Sick Call (Adult Facilities)**

- a) Sick call will be conducted five days a week with emergency response on weekends.
- b) Sick call will be conducted by a Physician, Family Nurse Practitioner, Physician Assistant, or a Registered Nurse operating under standardized procedure.
- c) Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.
- d) Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

5. **Outpatient Housing Unit (Adult Facilities)**

- a) Outpatient housing unit services will be provided at the Main Jail as set forth in the most current CFMG Policy and Procedure Manual.

6. **Off-Site Services (Adult Facilities)**

- (a) CMFG will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates who have been medically cleared, booked and physically placed in the Adult Facilities.
- (b) All such care as described in a) above must be approved and referred by CFMG staff utilizing a CFMG, Inc. Referral form.
- (c) CFMG will not make referrals for elective procedures that can safely be provided when an inmate is released from custody.
- (d) CFMG will provide outside providers with other third party payor information when available.

7. **Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult Facilities)**

- a) CFMG will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies.
- b) CFMG is responsible for purchasing required laboratory services and x-ray services.

8. **On-Site Emergency Services (Adult Facilities)**

- a) Contractor will provide FNP/PA/Physician personnel to provide consultations to nursing staff and to come to the facilities as required to provide treatments 24 hours a day, seven days a week.

**9. Mental Health Services (Adult Facilities)**

- a) CFMG will provide on-site mental health care services to all jail inmates incarcerated in County custodial facilities and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code. Furthermore, CFMG will meet all requirements of any other provision of law as it pertains to the provision of mental health care to inmates at a county custodial facility.
- b) CFMG will provide all 4011.6 and 4011.8 evaluations of inmates prior to referral to the County Mental Health Facility. This section shall not supercede the authority of the court to order a prisoner to a 72-hour mental health facility.
- c) On-site mental health services will be provided at the Main Jail and Rehabilitation Center.
- d) CFMG will not be responsible for any Mental Health off-site costs.

**10. Dental Services (Adult Facilities)**

- a) CFMG will be responsible for providing emergency dental services to inmates at the Main Jail for inmates at all adult facilities in accordance with CMA standards.
- b) The dental services will be provided on-site at the Main Jail.
- c) CFMG will provide .30 Dentists and .30 Dental Assistants for dental services.
- d) Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically indicated.
- e) Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

**11. Medical Records (Adult Facilities)**

- a) CFMG will be responsible for the maintenance of all medical records.
- b) The medical records will be the property of Monterey County.
- c) CFMG will be the custodian of the active and inactive medical records generated after CFMG began operations.
- d) CFMG will adhere to all laws relating to confidentiality of medical records.
- e) CFMG will maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.
- f) Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.

**12. Medication Administration (Adult Facilities)**

- a) CFMG nursing staff will be responsible for administering medications at the Adult Facilities.
- b) Medications will principally be administered on a BID regime.
- c) PRN medications will principally be administered on a BID regime.
- d) CFMG nursing staff will respond to requests for PRN medications at other times on an emergency basis as medically required.
- e) All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, policy and procedure.

**13. Food Service Health Clearance (Adult Facilities)**

- a) Deputies will provide a list to CFMG on a weekly basis of inmates that they wish to have work in the kitchen.
- b) CFMG will provide a health clearance for each of these inmates and communicate with Deputies to let them know whether or not the inmate is cleared to work in the kitchen.

**14. Work Furlough Participants (Adult Facilities)**

- a) CFMG will evaluate Work Furlough inmates who present urgent or emergency complaints, and will provide emergency response, first aid treatment, and/or referral, as appropriate.
- b) CFMG will not be financially responsible for medical care provided for Work Furlough inmates in the community or pharmaceuticals ordered by health providers in the community when such care is initiated by Work Furlough inmates while outside of the facilities.

**15. Inmate Workers Compensation Services**

- a) CFMG will provide first aid and medical screening of inmate workers claiming injury during the course of their work assignments while incarcerated in the County Jail.
- b) Inmates determined to have injuries that require treatment beyond first aid or further diagnostic services will be referred to Natividad Medical Center Occupational Health Center for treatment.

**16. Self-Contained Breathing Apparatus (SCBA) Medical Screening**

- a) CFMG will provide review of OSHA medical screening forms of all Sheriff's personnel assigned to the Corrections Bureau who may wear emergency self-contained breathing apparatus (SCBA).
- b) The medical screening questionnaire review shall be completed by a physician or other licensed health care professional.

- c) This section shall be reviewed six (6) months from the date of implementation of this contract for the purpose of determining workload impact and will continue upon mutual consent of the County and Contractor.

17. **Blood and Saliva Samples for Sex Offenders and Penal Code Section 7500 et. seq.**

- a) CFMG will obtain two specimens of blood and a saliva samples from inmates per Penal Code Section 296, based upon custody request. SEE exhibit B.
- b) CFMG will obtain blood samples from inmates in compliance with Penal Code Section 7500 et. seq. The determination for such testing will be made by the Public Health Officer or as ordered by the Court. Such testing will only be performed with the consent of the inmate. Inmates who refuse will be transported to an off-site facility or a representative from the community who is authorized to obtain such specimens will come on-site.

18. **Emergency First Aide (Adult Facilities and Juvenile Facility)**

- a) CFMG shall respond and provide emergency first aid to county staff and/or visitors.

19. **Training (Adult Facilities)**

- a) CFMG will provide up to eight hours of bi-annual training for Deputies concerning health care issues in the jail.

20. **Prosthesis (Adult Facilities)**

- a) Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate would otherwise be adversely affected as directed by the responsible physician or dentist.

21. **Statistical Reporting (Adult Facilities)**

- a) No later than the third Friday of the following month, CFMG shall submit to the County, statistics and information on the month's activities.
- b) Included in the above reports shall be statistical reports concerning the use of psychotropic drugs.

22. **Other Administrative Requirements**

- a) CFMG will be responsible for responding to inmate grievances concerning medical care.
- b) CFMG will be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by inmates. CFMG must also respond in writing to Deputies concerning any such writs of habeas corpus or federal civil rights suits.

**23. Quality Assurance Program (Adult Facilities)**

- a) CFMG shall maintain a comprehensive quality assurance plan.
- b) CFMG will provide County with a copy of overall Quality Assurance plan and any updates or revisions of same. Quality Assurance plan will be adopted with the mutual concurrence of CFMG and County.
- c) CFMG shall provide County upon request with statistical summaries of quality assurance activities.

**24. Other Services**

- a) CFMG agrees to provide the following services adhering to CMA and Title 15 guidelines: prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

**25. Special Medical Diets**

- a) CFMG staff will evaluate the need for and will prescribe medically required special diets for inmates as appropriate.
- b) CFMG will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the inmate population.

**26. Personnel Services**

- a) CFMG will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.
- b) CFMG shall obtain all licenses necessary to provide medical services in Monterey County Detention Facilities. CFMG will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. CFMG shall ensure that all staff work only within the scope of practice described by their license or certificate.
- c) CFMG will ensure that all of its new employees are afforded an orientation period.
- d) CFMG will provide in-service training for its personnel. Topics will be identified by the Program Manager who will also maintain records on subject matter and employee participation.

**27. Policy and Procedure Manuals (Adult Facilities)**

- a) CFMG will develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15.

b) New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of CFMG and County.

28. **Staffing Pattern (minimum)**

The following is the minimum staffing pattern for the adult facilities.

# MONTEREY COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Both
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1.0	Both
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
P.A./FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail
Medical Record Supervisor		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail
C.N.A.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
L.V.N.	1-9	1-9	1-9	1-9	1-9	1-9	1-9	56	1.4	Jail
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
C.N.A.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
C.N.A.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
C.N.A.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
R.N.		10-6	10-6	10-6	10-6	10-6		40	1.0	J. Hall
L.V.N.		6-10	6-10	6-10	6-10	6-10		20	0.5	J. Hall
CLERK		8-12	8-12	8-12	8-12	8-12		20	0.5	J. Hall
LVN		6-2	6-2	6-2	6-2	6-2		40	1.0	Treatment Center
L.V.N. pill pass	AM/Noon/ PM						AM/Noon/ PM	12-20	.30-.50	J. Hall Treatment
L.V.N. pill pass		PM	PM	PM	PM	PM		2-5	.05-.12	Treatment Center
Medical Director/ Physician	40 hours To Be Determined							40	1	All
Psychiatrist	15 hours To Be Determined							15	0.38	Jail
Dentist	16 hours To Be Determined							16	0.4	Jail
Dental Assistant	16 hours To Be Determined							16	0.4	Jail
Physician On-Call	24 hours a day, seven days a week									Both
Psychiatrist On-Call	24 hours a day, seven days a week									Both
MFT/LCSW	20 hours per week							20	0.5	Jail
Psychiatric RN	40 hours per week							40	1	Jail
Days	6-10, 6-2, 7-3, 8-4, 10-6									
Evenings	1-9, 3-11, 5-1									
Nights	11-7									

ACORD CERTIFICATE OF LIABILITY INSURANCE					OP ID JL CALIF03	DATE (MM/DD/YYYY) 07/19/06
PRODUCER Arthur J. Gallagher & Co. Ins. Brokers of CA Inc. 072693 18900 Stevens Creek Blvd, #200 Cupertino CA 95014 Phone: 408-973-9500 Fax: 408-257-2985		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED  California Forensic Medical Group a Member of Health Care Purchasing Group, Inc. 300 Foam Street, Bldg B Monterey, CA 93940		INSURERS AFFORDING COVERAGE			NAIC #	
		INSURER A: Everest Indemnity Insurance Co				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY		6500000211-061	07/26/06	07/26/07	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000
	<input checked="" type="checkbox"/>	CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ N/A
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ex accident) \$	
ANY AUTO					BODILY INJURY (Per person) \$	
ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
HIRED AUTOS						
NON-OWNED AUTOS						
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$	
ANY AUTO					OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE \$	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$	
DEDUCTIBLE					\$	
RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					OTH-ER \$	
If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT \$	
OTHER					E.L. DISEASE - EA EMPLOYEE \$	
A Professional Liab Claims Made		6500000211-061	07/26/06	07/26/07	E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
EXHIBIT 14 PAGE 18 OF 25 PAGES						
CERTIFICATE HOLDER		CANCELLATION				
Monterey County Sheriff's Dept 1414 Natividad Road Salinas CA 93906		MONTE08			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
					AUTHORIZED REPRESENTATIVE <i>Ronald M. Sano</i>	

California Forensic Medical Group

Endorsement No. 14

GENERAL CHANGE ENDORSEMENT

Persons Insured Revision

Medical Professional and General Liability Retained Limit Insurance

In consideration of the premium charged, it is agreed that Section V. PERSONS INSURED is deleted in its entirety and replaced by the following:

V. PERSONS INSURED

- A. The Named Insured shown in Item 1. of the DECLARATIONS for this insurance.
- B. Any partner, officer, director, trustee or administrator of the Named Insured while acting within the capacity and scope of their duties in providing medical professional services on behalf of the Named Insured.
- C. Any Medical Insured. A Medical Insured is any physician, nurse, assistant or technician, while providing medical professional services under a contract of employment or service contract with the Named Insured, but only while acting within the scope of any contract or employment with the Named Insured and under the control of or of direct benefit to the Named Insured at the time of a loss event. Employees of a hospital are not Medical Insureds under this policy, unless specifically scheduled hereon.
- \* D. Any Additional Insured. An Additional Insured is any hospital, person or organization to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance or indemnity such as is afforded by this policy, but only with respect to medical professional services performed by the Named Insured or any Medical Insured.

Notwithstanding the above, this provision does not provide insurance or indemnity or claims expense to any hospital, person or organization to whom or to which the Named Insured is or may be obligated to provide indemnity by virtue of a written contract with respect to damages arising out of the rendering of or failure to render medical professional services by any hospital, its agents or employees.

All other terms, conditions and exclusions of the policy remain unchanged.

2. No person or organization shall have any right under this policy to join the Company as a third party to take any action against the Insured to determine the liability of the Insured, nor shall the Company be impleaded by any Insured or its legal representative. Bankruptcy or insolvency of an Insured or its estate shall not relieve the Company of any of its obligations hereunder.

*Primary Ins.*

**D. Other Insurance**

1. This insurance is excess over any other valid and collectable insurance available to each Insured, with respect to a loss event covered by this policy, whether such other insurance is stated to be primary, contributing, contingent, or otherwise. The Company will only pay its share of net loss, if any, that exceeds the sum of the total amount of the retained limit and that all such other insurance would pay in the absence of this insurance. However, this insurance is not excess over any other valid and collectable insurance available to any Insured to which the Named Insured may be obligated by virtue of a written contract to provide insurance such as is afforded by this policy; but only with respect to medical professional services performed by or on behalf of an Insured as provided for by this policy. Amounts collectable under a Self-Insured Trust Plan or other Self-Insured Plan of any type are other insurance for purposes of this policy.

2. This Article VIII., D., does not apply to excess insurance written specifically to be in excess of this policy. Nothing herein shall be construed to make this policy subject to terms, conditions and limitations of any other insurance.

**E. Subrogation**

In the event of any payment under this policy with respect to a loss event, the Company shall be subrogated to all the rights of recovery of an Insured against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Any amount so recovered shall be apportioned as follows: Any person or organization (including an Insured) who has paid an amount in excess of the limit of liability hereunder shall be first reimbursed to the extent of such actual payment; the Company shall next be reimbursed to the extent of its actual payment; any balance remaining in the amount of recovery shall be paid to the Insured. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

**F. Assignment**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon.

**G. Cancellation**

1. The first Named Insured shown on the DECLARATIONS may cancel this policy by mailing or delivering advance written notice of intent to cancel.

2. The Company may cancel this policy by mailing or delivering to the first Named Insured written notice of intent to cancel:

- Ten (10) days before the effective date of cancellation, if the Company cancels for non-payment of premium, or;
- Sixty (60) days before the effective date of cancellation, if the Company cancels for any other reason.

3. The Company will mail or deliver its notice of cancellation to the first Named Insured's last mailing address known to the Company.

4. The notice of cancellation will state the effective date of cancellation. The policy will end on that date, which shall be and become the expiration date of this policy.

JOHN O BRONSON CO  
PO BOX 255387  
SACRAMENTO, CA 95865  
916-974-7800

drive\*  
MANUFACTURED HOME INSURANCE

Policy number: 04618703-4

Underwritten by:  
United Financial Casualty Company  
July 7, 2006  
Page 1 of 1

## Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured MONTEREY CNTY SHERI 1414 NATIVIDAD SALINAS, CA 93906	CA FORENSICMEDICAL GRO 300 FOAM STREET STE# MONTEREY, CA 93940	JOHN O BRONSON CO PO BOX 255387 SACRAMENTO, CA 95865

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 7, 2006

Policy Expiration Date: Jun 7, 2007

Insurance coverage(s)

Limits

Bodily Injury/Property Damage

\$1,000,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

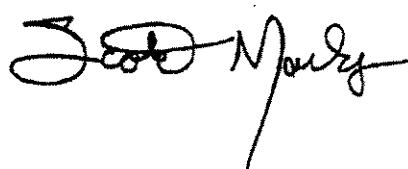
Scheduled autos only

PROGRESSIVE WILL PROVIDE 30-DAY NOTICE OF CANCELLATION FOR ALL CANCELS BESIDES NON-PAYMENT CANCELLATION, WHICH WILL BE 15 DAY NOTICE.

Certificate number

18806AWP703

Please be advised that additional insureds and lienholders will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)

EXHIBIT 14  
PAGE 21 OF 25 PAGES

**drive\***

INSURANCE FROM PROGRESSIVE

MONTEREY CNTY SHERI  
1414 NATIVIDAD  
SALINAS, CA 93906

**Policy number: 04618703-4**

Underwritten by:  
United Financial Casualty Company  
Insured: CA FORENSICMEDICAL GRO  
July 8, 2006  
Policy Period: Jun 7, 2006 - Jun 7, 2007

**Mailing Address**

United Financial Casualty Company  
PO Box 94739  
Cleveland, OH 44101

**Additional insured endorsement****800-444-4487**

For customer service, 24 hours a day,  
7 days a week

**Name of Person or Organization**

MONTEREY CNTY SHERI  
1414 NATIVIDAD  
SALINAS, CA 93906

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

**Limit of Liability**

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 04618703-4

Issued to (Name of Insured): CA FORENSICMEDICAL GRO

Effective date of endorsement: 07/07/2006 Policy expiration date: 06/07/2007

Form 1198 (01/04)



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2006

GROUP:  
POLICY NUMBER: 1293553-2006  
CERTIFICATE ID: 150  
CERTIFICATE EXPIRES: 10-01-2007  
10-01-2006 / 10-01-2007

MONTEREY COUNTY SHERIFF'S OFFICE  
CONTRACTS  
1414 NATIVIDAD RD  
SALINAS CA 93906

NG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CALIFORNIA FORENSIC MEDICAL GROUP INC  
300 FOAM ST STE B  
MONTEREY CA 93940

NG

EXHIBIT 14  
PAGE 23 OF 25 PAGES

*Before the Board of Supervisors in and for the  
County of Monterey, State of California*

**Agreement No.: A-10883**

Approve and authorize the Sheriff to sign Professional Medical Services Agreement for Fiscal Years 2007-2010 with the California Forensic Medical Group (CFMG) for medical, dental, and mental health services for inmates at the Custody Operations Bureau.

EXHIBIT 14

PAGE 24 OF 25 PAGES

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective May 8, 2007, the Board hereby:

Approves agreement and authorizes the Sheriff to sign Professional Medical Services Agreement For Fiscal Years 2007-2010 with California Forensic Medical Group (CFMG) for medical, dental and mental health services to the inmates at the Custody Operations Facility, as detailed below:

1. The term of this Agreement shall be July 1, 2007 through June 30, 2010, unless terminated by either party prior to that date as provided in Paragraph 3. Upon mutual agreement, this contract may be renewed for two additional one-year periods.
2. In consideration for the medical and dental services to be performed by CONTRACTOR, COUNTY agrees to pay the sum of \$4,736,756 for the period of July 1, 2007 to June 30, 2008 in twelve equal installments.
3. A per diem charge will be computed and paid by the COUNTY on a quarterly basis. If the daily inmate resident population should average in any calendar month during the term of the Agreement more than 1155, then compensation payable to CONTRACTOR by COUNTY shall be increased by a per diem rate of \$3.42 per inmate over 1155. The per diem payment shall be made within 30 days of the close of the quarter. CONTRACTOR shall bill separately on a quarterly basis for any per diem charges. The per diem charge will be adjusted on July 1, 2008 by the percentage increase of the CPI San Francisco-Oakland Region from February 2007 to February 2008.
4. The June 30, 2008 monthly payment described in 4. (a) above of \$394,729.67 will be adjusted on July 1, 2008 to \$394,729.67 plus \$394,729.67 times the percentage increase of the medical index of the CPI San Francisco-Oakland Region from February of 2007 to February of 2008. (Example: If the medical index is increased by 4.2%, then the monthly price effective July 1, 2008 would be \$394,729.67 plus (\$394,729.67 times .042 equals \$16,578.65) equals \$411,308.32.

The July 1, 2008 to June 30, 2009 contract and subsequent contracts will utilize the same process as described above. The July payment will be the June 2008 payment plus the June 2008 payment times the percentage increase of the medical index of the CPI San Francisco-Oakland region from February of that year as compared to February of the previous year. This method will also apply to increasing the per diem charge discussed in 4. (b). After the third year of this agreement (i.e. after fiscal year 2009-2010), the parties agree to meet and negotiate amendments to the compensation set forth above if market nursing compensation rates exceed the percentage of increase of the medical care index of the Consumer Price Index (CPI) San Francisco-Oakland Region from February to February of each year. The nursing market compensation rates to be considered will be rates paid at hospitals, skilled nursing facilities, and other correctional facilities in the greater Monterey area.

May 8, 2007  
A-10883  
0602.500; 0125.000

For purposes of calculating inmate population for establishing per diem payments, average daily inmate population constitutes the total number of inmates who have been booked into the Monterey County Custody Operations Bureau and placed in housing as of midnight each calendar day. The average daily inmate population represents the total number of inmates booked and housed divided by the number of days covered.

PASSED AND ADOPTED this 8th day of May 2007, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter

NOES: None

ABSENT: Supervisor Smith

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 73 for the meeting on May 8, 2007.

Dated: May 8, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California

By

  
Darlene Drain, Deputy

EXHIBIT 14  
PAGE 25 OF 25 PAGES

# Exhibit 15

LAW OFFICES OF

D. STUART CANDLAND  
RICHARD J. CONTI  
W. DAVID WALKER  
ANDREW S. MILLER  
MARK L. DAWSON  
JEAN L. PERRY  
S. BRADFORD HARPER  
JESSICA P. LAMIERO  
NAJUA J. WESTON  
ERIC S. RITIGSTEIN

**CRADDICK, CANDLAND & CONTI**  
PROFESSIONAL CORPORATION  
DANVILLE-SAN RAMON MEDICAL CENTER  
915 SAN RAMON VALLEY BOULEVARD, SUITE 260  
DANVILLE, CALIFORNIA 94526-4020

JEFFREY A. HARPER  
Of Counsel

MARRS A. CRADDICK  
(1928-1996)

COMMEMORATING  
30 YEARS  
1977 - 2007

**COPY**

January 28, 2008

Ralph W. Boroff, Esq.  
Law Offices of Ralph W. Boroff, P.C.  
55 River Street, Suite 100  
Santa Cruz, CA 95060

**RE: HAWS v. CALIFORNIA FORENSIC MEDICAL GROUP**  
**Patient: Jimmy Haws**

Dear Mr. Boroff:

Pursuant to the extension which you graciously granted us to this date to respond to your subpoena of January 2, 2008 directed to our client, California Forensic Medical Group, enclosed is our response with attached exhibits.

We will be responding to your request for production of medical records shortly.

Thank you for your courtesy and cooperation.

Very truly yours,

W. DAVID WALKER

WDW:klt  
Enclosure

cc: Traci Kirkbride, Deputy County Counsel - w/enclosure  
David Sheuerman, Esq. - w/enclosure

EXHIBIT 15  
PAGE 1 OF 1 PAGES

# Exhibit 16

1 Michael B. Moore, Esq. (SBN 62182)  
 2 595 Market Street, Suite 1320  
 3 San Francisco, California 94105  
 4 Telephone: (415) 956-6500  
 5 Facsimile: (415) 956-6580  
 6 Email: [mbm@moore-law.net](mailto:mbm@moore-law.net)

7 Ralph W. Boroff, Esq. (SBN 59164)  
 8 55 River Street, Suite 100  
 9 Santa Cruz, CA 95060  
 10 Telephone: (831) 458-0502  
 11 Facsimile: (831) 426-0159

12 Attorneys for Plaintiffs

13 IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA  
 14 NORTHERN DISTRICT OF THE STATE OF CALIFORNIA  
 15 SAN JOSE DIVISION

16 JIMMY D. HAWS, SETH DANIEL HAWS,  
 17 and MIA SKYE HAWS, minors, by and  
 through their guardian ad litem, CARRIE  
 A. HAWS, and CARRIE A. HAWS,  
 individually,

18 Plaintiffs,  
 19 v.

20 COUNTY OF MONTEREY, MICHAEL  
 21 KANALAKIS, NATIVIDAD MEDICAL  
 22 CENTER and DOES 1-300, inclusive,

23 Defendants.

24 CASE NO.: C07 02599 JF

25 **PLAINTIFFS' FIRST RE-NOTICE OF  
 26 TAKING DEPOSITION OF COUNTY  
 27 OF MONTEREY**

28 Date: January 17, 2008  
 Time: 9:00 a.m.  
 Place: Offices of County Counsel

29 TO DEFENDANTS AND TO THEIR ATTORNEYS OF RECORD:

30 Pursuant to FRCP Rule 30 (b)(1), on **January 17, 2008**, beginning at 9:00 a.m., at the  
 31 Offices of County Counsel, 168 W. Alisal Street, Salinas, CA 93901, plaintiffs will take the  
 32 deposition of the **COUNTY OF MONTEREY**. Defendant County of Monterey is requested to  
 33 designate and produce those of its officers, directors, managing agents, employees or agents who are  
 34 most qualified to testify on its behalf as to the matters listed in Attachment 1 to the extent of any  
 35 information known or reasonably available to the County of Monterey.

1 Said depositions will be taken before a deposition officer who is authorized to administer an  
2 oath. If the deposition is not completed on the dates set forth above, the taking of the depositions  
3 will be continued from day to day thereafter except Sundays and holidays at the same place until  
4 completed.

5 Pursuant to Rule 34, Defendant County of Monterey is requested to produce at the time of  
6 the deposition all documents relating to or referring the matters listed in Attachment 2.

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LAW OFFICE OF MICHAEL B. MOORE

By: Michael B. Moore  
Michael B. Moore

Dated: November 20, 2007

Law Office Of Michael B. Moore  
595 Market Street Suite 1320  
San Francisco, CA 94105

EXHIBIT 16  
PAGE 2 OF 10 PAGES

1 **ATTACHMENT 1**2 **DEFINITIONS**3 Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:4 (1) **INCIDENT** means the attack by Roger Spencer on Jimmy D. Haws which occurred  
5 on December 7, 2006 in the stairway area of D-Pod of the Monterey County Jail in Salinas,  
6 California.7 (2) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and  
8 includes the original or a copy of handwriting, typewriting, printing, photostats, photographs,  
9 electronically stored information, and every other means of recording upon any tangible thing and  
10 form of communicating or representation, including letters, words, pictures, sounds or symbols, or  
11 combinations of them.12 **TOPICS FOR DEPOSITION**13 1. That person most familiar with the maximum inmate capacity of the Monterey County  
14 Jail on the day of the **INCIDENT**.15 2. That person most familiar with any and all **DOCUMENTS** which evidence the  
16 maximum inmate capacity of the Monterey County Jail on the day of the **INCIDENT**.17 3. That person most familiar with the maximum inmate capacity of D Pod at the  
18 Monterey County Jail on the day of the **INCIDENT**.19 4. That person most familiar with any and all **DOCUMENTS** which evidence the  
20 maximum inmate capacity of D Pod at the Monterey County Jail on the day of the **INCIDENT**.21 5. That person most familiar with the number of inmates housed at the Monterey County  
22 Jail on the day of the **INCIDENT**.23 6. That person most familiar with any and all **DOCUMENTS** relating to the number of  
24 inmates housed at the Monterey County Jail on the day of the **INCIDENT**.25 7. That person most familiar with the number of inmates housed in D Pod at the  
26 Monterey County Jail on the day of the **INCIDENT**.27 EXHIBIT 16  
28 PAGE 3 OF 10 PAGES

1 8. That person most familiar with any and all DOCUMENTS relating to the number of  
2 inmates housed in D Pod at the Monterey County Jail on the day of the INCIDENT.

3        9.      That person most familiar with the minimum number of supervisory staff required  
4 to supervise inmates housed at the Monterey County Jail on the day of the INCIDENT.

5        10.      That person most familiar with any and all DOCUMENTS relating to the minimum  
6 number of supervisory staff required to supervise inmates housed at the Monterey County Jail on the  
7 day of the INCIDENT.

8        11.    That person most familiar with the actual number of supervisory staff present on the  
9 job supervising the inmates housed at the Monterey County Jail on the day of the INCIDENT.

10        12. That person most familiar with any and all DOCUMENTS relating to the actual  
11 number of supervisory staff present on the job supervising the inmates housed at the Monterey  
12 County Jail on the day of the INCIDENT.

13        13.    That person most familiar with the minimum number of supervisory staff required  
14 to supervise inmates housed in D Pod at the Monterey County Jail on the day of the INCIDENT.

14. That person most familiar with any and all DOCUMENTS relating to the minimum  
15 number of supervisory staff required to supervise inmates housed in D Pod at the Monterey County  
16 Jail on the day of the INCIDENT.

18        15.    That person most familiar with the actual number of supervisory staff present on the  
19 job supervising the inmates housed in D Pod at the Monterey County Jail on the day of the  
20 INCIDENT.

21       16.    That person most familiar with any and all DOCUMENTS relating to the actual  
22 number of supervisory staff present on the job supervising the inmates housed in D Pod at the  
23 Monterey County Jail on the day of the INCIDENT.

24 17. That person most familiar with any and all supplementary housing allowance program  
25 for law enforcement employees investigation by the Sheriff's Department staff and/or the County  
26 Administrative Officer's staff referenced in the 2003 Monterey County Grand Jury report.

EXHIBIT 14

1        18. That person most familiar with all DOCUMENTS relating to any and all  
2 supplementary housing allowance program for law enforcement employees investigation by the  
3 Sheriff's Department staff and/or the County Administrative Officer's staff referenced in the 2003  
4 Monterey County Grand Jury report.

5        19.      That person most familiar with any and all presentations made by the Sheriff's  
6 Department staff and the County Administrative Officer's staff to the Monterey County Board of  
7 Supervisors as part of an "affordable housing" plan to insure recruitment and retention of critical  
8 County employees referenced in the 2003 Monterey County Grand Jury report.

9       20. That person most familiar with any and all DOCUMENTS evidencing all  
10 presentations made by the Sheriff's Department staff and the County Administrative Officer's staff  
11 to the Monterey County Board of Supervisors as part of an "affordable housing" plan to insure  
12 recruitment and retention of critical County employees referenced in the 2003 Monterey County  
13 Grand Jury report.

14        21. That person most familiar with any and all prisoner overcrowding relief programs  
15 developed by the Sheriff's Department staff and/or the County Administrative Officer's staff in  
16 response to the conditions at the Monterey County Jail.

17        22.    That person most familiar with any and all DOCUMENTS evidencing any and all  
18    prisoner overcrowding relief programs developed by the Sheriff's Department staff and/or the County  
19    Administrative Officer's staff in response to the conditions at the Monterey County Jail.

20        23.      That person most familiar with any and all judicial or regulatory inquiries relating to  
21 the overcrowded conditions at the Monterey County Jail, and the County of Monterey's responses  
22 to said inquiries, including but not limited to all Monterey County Civil Grand Jury reports, and  
23 reports of the Presiding Judge of the Superior Court of Monterey, reports by Sheriff's Department  
24 staff and/or the County Administrative Officer's staff, and the Monterey County Board of  
25 Supervisors relating to overcrowding at the Monterey County Jail.

24. That person most familiar with any and all DOCUMENTS evidencing any and all

**EXHIBIT**

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1 judicial or regulatory inquiries relating to the overcrowded conditions at the Monterey County Jail,  
2 and the County of Monterey's responses to said inquiries, including but not limited to all Monterey  
3 County Civil Grand Jury reports, and reports of the Presiding Judge of the Superior Court of  
4 Monterey, reports by Sheriff's Department staff and/or the County Administrative Officer's staff, and  
5 the Monterey County Board of Supervisors relating to overcrowding at the Monterey County Jail.

6 25. That person most familiar with any and all judicial or regulatory inquiries relating to  
7 under staffing and high employee turnover rates at the Monterey County Jail, and the County of  
8 Monterey's responses to said inquiries, including but not limited to all Monterey County Civil Grand  
9 Jury reports, and reports of the Presiding Judge of the Superior Court of Monterey, reports by  
10 Sheriff's Department staff and/or the County Administrative Officer's staff, and the Monterey  
11 County Board of Supervisors relating to under staffing and high employee turnover rates at the  
12 Monterey County Jail.

13

14 26. That person most familiar with any and all DOCUMENTS evidencing any and all  
15 judicial or regulatory inquiries relating to under staffing and high employee turnover rates conditions  
16 at the Monterey County Jail, and the County of Monterey's responses to said inquiries, including but  
17 not limited to all Monterey County Civil Grand Jury reports, and reports of the Presiding Judge of  
18 the Superior Court of Monterey, reports by Sheriff's Department staff and/or the County  
19 Administrative Officer's staff, and the Monterey County Board of Supervisors relating to under  
20 staffing and high employee turnover rates at the Monterey County Jail.

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EXHIBIT 16  
PAGE 6 OF 10 PAGES

1 **ATTACHMENT 2**2 **DEFINITIONS**3 Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:4 (1) **INCIDENT** means the attack by Roger Spencer on Jimmy D. Haws which occurred  
5 on December 7, 2006 in the stairway area of D-Pod of the Monterey County Jail in Salinas,  
6 California.7 (2) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and  
8 includes the original or a copy of handwriting, typewriting, printing, photostats, photographs,  
9 electronically stored information, and every other means of recording upon any tangible thing and  
10 form of communicating or representation, including letters, words, pictures, sounds or symbols, or  
11 combinations of them.12 **DOCUMENTS TO BE PRODUCED**13 1. Any and all DOCUMENTS which evidence the maximum inmate capacity of the  
14 Monterey County Jail on the day of the INCIDENT.15 2. Any and all DOCUMENTS which evidence the maximum inmate capacity of D Pod  
16 at the Monterey County Jail on the day of the INCIDENT.17 3. Any and all DOCUMENTS relating to the number of inmates housed at the Monterey  
18 County Jail on the day of the INCIDENT.19 4. Any and all DOCUMENTS relating to the number of inmates housed in D Pod at the  
20 Monterey County Jail on the day of the INCIDENT.21 5. Any and all DOCUMENTS relating to the minimum number of supervisory staff  
22 required to supervise inmates housed at the Monterey County Jail on the day of the INCIDENT.23 6. Any and all DOCUMENTS relating to the actual number of supervisory staff present  
24 on the job supervising the inmates housed at the Monterey County Jail on the day of the INCIDENT.25 7. Any and all DOCUMENTS relating to the minimum number of supervisory staff  
26 required to supervise inmates housed in D Pod at the Monterey County Jail on the day of the27 **EXHIBIT 16**

1 INCIDENT.

2       8. Any and all DOCUMENTS relating to the actual number of supervisory staff present  
 3 on the job supervising the inmates housed in D Pod at the Monterey County Jail on the day of the  
 4 INCIDENT.

5       9. Any and all DOCUMENTS relating to any and all supplementary housing allowance  
 6 program for law enforcement employees investigation by the Sheriff's Department staff and/or the  
 7 County Administrative Officer's staff referenced in the 2003 Monterey County Grand Jury report.

8       10. Any and all DOCUMENTS evidencing all presentations made by the Sheriff's  
 9 Department staff and the County Administrative Officer's staff to the Monterey County Board of  
 10 Supervisors as part of an "affordable housing" plan to insure recruitment and retention of critical  
 11 County employees referenced in the 2003 Monterey County Grand Jury report.

12       11. Any and all DOCUMENTS evidencing any and all prisoner overcrowding relief  
 13 programs developed by the Sheriff's Department staff and/or the County Administrative Officer's  
 14 staff in response to the conditions at the Monterey County Jail.

15       12. Any and all DOCUMENTS evidencing any and all judicial or regulatory inquiries  
 16 relating to the overcrowded conditions at the Monterey County Jail, and the County of Monterey's  
 17 responses to said inquiries, including but not limited to all Monterey County Civil Grand Jury  
 18 reports, and reports of the Presiding Judge of the Superior Court of Monterey, reports by Sheriff's  
 19 Department staff and/or the County Administrative Officer's staff, and the Monterey County Board  
 20 of Supervisors relating to overcrowding at the Monterey County Jail.

21       13. Any and all DOCUMENTS evidencing any and all judicial or regulatory inquiries  
 22 relating to under staffing and high employee turnover rates conditions at the Monterey County Jail,  
 23 and the County of Monterey's responses to said inquiries, including but not limited to all Monterey  
 24 County Civil Grand Jury reports, and reports of the Presiding Judge of the Superior Court of  
 25 Monterey, reports by Sheriff's Department staff and/or the County Administrative Officer's staff, and  
 26 the Monterey County Board of Supervisors relating to under staffing and high employee turnover

27 EXHIBIT

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1 rates at the Monterey County Jail.  
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Law Office Of Michael B. Moore  
505 Market Street Suite 1320  
San Francisco, CA 94105

EXHIBIT 16  
PAGE 9 OF 10 PAGES

1 *Haws v. County of Monterey, et al*  
 2 Case No. C07 02599 RS  
 3 U. S. District Court - Northern District of California

4

**DECLARATION OF SERVICE BY MAIL**  
 5 (C.C.P. § 1013a(3), 2009, 2015.5)

6 I am over the age of 18 years, a citizen of the United States, and not a party to the within  
 7 entitled cause of action. My business address is 595 Market Street, Suite 1320, San Francisco,  
 8 California 94105, and I am employed in the City and County of San Francisco, State of California.  
 9 On the date set forth below I served the documents described below:

10 Plaintiffs' First Re-notice of Deposition of County of Monterey PMK re: Jail Inmate  
 11 Capacity

12 on the following party(ies) in this action by placing a true copy thereof enclosed in a sealed envelope  
 13 addressed as follows:

14 Traci Kirkbride, Deputy County Counsel  
 15 Office of the County Counsel  
 16 County of Monterey  
 17 168 W. Alisal Street  
 18 Salinas, CA 93901  
 19 **Attorneys for Defendant County**

20 Ralph W. Boroff, Esq.  
 21 55 River Street, Suite 100  
 22 Santa Cruz, CA 95060  
 23 **Co-Counsel for Plaintiffs**

24 David Sheuerman, Esq.  
 25 Sheuerman, Martini & Tabari, P.C.  
 26 1033 Willow Street  
 27 San Jose, CA 95125  
 28 **Attorneys for Defendant Natividad**

29  (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be placed in the United  
 30 States mail at San Francisco, California.

31  (BY HAND) I caused such envelope(s) to be delivered by hand this date to the offices of the  
 32 addressee(s).

33  (BY FACSIMILE/ELECTRONIC MAIL/OVERNIGHT MAIL) I caused such document(s) to  
 34 be transmitted by facsimile/electronically or by overnight mail on this date to the office of the addressee(s).

35  (BY E-FILING WITH THE U.S. DISTRICT COURT) By submitting these documents for  
 36 Electronic Case Filing, Pursuant to Local Rule 5-4 and General Order 45, at the Law Office of Michael B.  
 37 Moore, 595 Market Street, Suite 1320, San Francisco, CA 94105.

38 I declare under penalty of perjury under the laws of the State of California that the  
 39 foregoing is true and correct.

40 Executed on November 20, 2007 at San Francisco, California.

41   
 42 Mark Ross

43 EXHIBIT 16  
 44 PAGE 10 OF 10 PAGES